

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Bernard/797-1240 by Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS/FIRE ADMINISTRATION BUILDING.

REPORT IN BRIEF: The Town Council approved the selection of CPZ Architects, Inc. as the highest ranked firm for architectural services for the Public Works/Fire Administration building by Resolution R-2004-37 and authorized staff to negotiate a contract for these services. The attached contract is a result of negotiations authorized by R-2004-37 and uses the standard AIA contract document as modified by the Town Attorney's office.

PREVIOUS ACTIONS: Resolution R-2004-37.

CONCURRENCES: This contract was negotiated by the Capital Projects Director and the Project Manager for Capital Projects. The contract document was reviewed by the Procurement Manager and the Town Attorney's Office.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$141,500.00

Account Name: Capital Improvement Program-Public Safety/Public Works

Additional Comments: N/A

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Five (5) copies of contract

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES FOR THE PUBLIC WORKS/FIRE ADMINISTRATION BUILDING.

WHEREAS, the Town Council approved CPZ Architects, Inc.) as the highest ranking firm to perform architectural services by Resolution R-2004-37; and

WHEREAS, staff negotiated a contract pursuant to Resolution R-2004-37; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with CPZ Architects, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with CPZ Architects, Inc. for architectural services for the Public Works/Fire Administration building which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the 17 day of March in the year Two Thousand and Four
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Town of Davie
6591 Orange Drive
Davie, Florida 33314

and the Architect:
(Name, address and other information)

CPZ Architects, Inc.
4310 West Broward Boulevard
Plantation, Florida 33317

For the following Project:
(Include detailed description of Project)

Town of Davie, Fire Administration & Public Works Office Building
6901 Orange Drive, Davie, Florida 33314
A 12,400 square foot, two story office building to house the Fire Administration Offices
and the Public Works Staff Offices. In addition there is a one story, 2700 square foot,
masonry building to serve as a storage facility and work shop.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

| Office Building and Storage/Workshop Building

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

| A 12,400 sf, two story office building and 2,700 sf storage/work shop building.

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

| As indicated in Exhibit "B".

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

| 6901 Orange Drive, Davie, Florida 33314

§ 1.1.2.5 The financial parameters are as follows.

.1	Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
	<u>1,900,000.00</u>
.2	Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
	<u>1,758,500.00</u>

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

| As described in Exhibit "C"

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

| Competitive Bid, Contractors not prequalified.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

| Not applicable at this time.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

| Bruce Bernard, Director of Public Works / Capital Projects
6901 Orange Drive
Davie, Florida 33314

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Fire Chief Don DiPetrillo, 6901 Orange Drive, Davie, Florida 33314
Cheryl Dolin, R.A. 6901 Orange Drive, Davie, Florida 33314

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Craven Thompson – Civil Engineering
3563 Northwest 53rd Street
Fort Lauderdale, Florida 33309

Miller Legg & Assoc., Inc. – Surveying
1800 N. Douglas Road, Suite 200
Pembroke Pines, FL 33024

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Chris P. Zimmerman, AIA – Project Principal

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Landscape Architects Collaborative, 4310 West Broward Boulevard, Plantation, Florida 33317
Charles Waler PE., 7380 Northwest 5th Street, Plantation, Florida 33317
KAMM Engineering, MEP, 1407 West Newport Center Drive, Deerfield Beach, Florida 33442

§ 1.1.4 Other important initial information is:

Not Applicable

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement or as follows:

If conflict exists, this document will prevail.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within

15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

"Ownership of Instruments of Service belongs to Town of Davie."

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a ~~timely manner~~ conflict with previously reviewed and approved work;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 ~~preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;~~
- .7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation ~~as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.~~ as. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by arbitration~~ mediation.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. ~~The request may be made concurrently with the filing of a demand for arbitration but, in~~ In such event, mediation shall proceed in advance of ~~arbitration or legal or equitable proceedings~~, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Broward County in the ~~place where the Project is located, unless another location is mutually agreed upon.~~ State of Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

~~§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.~~

~~§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for~~

arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of State Court of Florida and within the principal place jurisdiction of business of the Architect, unless otherwise provided in Section 1.4.2-Broward County.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due ~~and all Termination Expenses as defined in Section 1.3.8.7.~~ *CPZ*

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. *CPZ*

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable. *CPZ*

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- ~~1 transportation in connection with the Project authorized out-of-town travel and subsistence, and electronic communications;~~
- ~~2 fees paid for securing approval of authorities having jurisdiction over the Project;~~
- 3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- 5 renderings, models and mock-ups requested by the Owner;
- ~~4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- ~~6 expense One set of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; Color Elevations are on Contract~~
- 7 reimbursable expenses as designated in Section 1.5.5;
- 8 other similar direct Project-related expenditures, As approved by the Owner in advance.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available and submitted to the Owner or the Owner's authorized representative at mutually convenient times with billings for same.

~~§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

Architect's proposal letter dated March 1, 2004 and attached as Exhibit E.

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Exhibit "A" - Hourly Rates

Exhibit "B" - Town of Davis Request for Proposal

Exhibit "C" - Schedule

Exhibit "D" - Fee Breakdown

Exhibit "E" - Architect's Proposal Letter

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Not Applicable.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

A fixed fee of One Hundred Forty One Thousand Five Hundred Dollars (\$141,500.00). Payments shall be made monthly on portion of phases completed as outlined in Exhibit "D".

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

On an hourly basis at the rates indicated in Exhibit "A" or as a negotiated lump sum.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.10) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Geotechnical Testing and Reports

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of None (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Payments shall be made per the requirements of ~~business of the Architect.~~
~~(Insert rate of interest agreed upon.) "Florida Prompt Payment Act", rate entered below, or in the absence thereof, amounts unpaid () days after the invoice date of at the legal bear interest at rate prevailing from time to time at the principal place~~

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Tom Truex, Mayor

(Printed name and title)

(Signature)

Chris P. Zimmerman, AIA, President

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chris P. Zimmerman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 19:21:19 on 03/04/2004 under Order No. 1000103211_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 1 - Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

AIA Document B141™ – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased ~~accordingly~~ accordingly by change order.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, ~~without~~ with additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

~~§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.~~

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

~~§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.~~

~~§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.~~

~~§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.~~

~~§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

~~§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.~~

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or

for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. When materials are stored onsite and requisitioned, Owner may request the Contractor to submit back-up information. Owner will require partial releases of liens from major sub-contractors.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to twenty (20) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to two (2) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Architect & Owner	As Required
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Owner	
.4 Space Schematics/Flow Diagrams	No	
.5 Existing Facilities Surveys	No	
.6 Economic Feasibility Studies	No	
.7 Site Analysis and Selection	No	
.8 Environmental Studies and Reports	Owner	

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.9 Owner-Supplied Data Coordination	Architect	Coordinated with Owner's Civil Engineer
.10 Schedule Development and Monitoring	No	
.11 Civil Design	Owner	
.12 Landscape Design	Architect	
.13 Interior Design	Owner	
.14 Special Bidding or Negotiation	No	
.15 Value Analysis	No	
.16 Detailed Cost Estimating	No	
.17 On-Site Project Representation	No	
.18 Construction Management	No	
.19 Start-up Assistance	No	
.20 Record Drawings	No	
.21 Post-Contract Evaluation	No	
.22 Tenant-Related Services	No	
.23		
.24		
.25		

Description of Services.
(Insert descriptions of the services designated.)

Not applicable at this time.

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

Provisions for arbitration have been deleted in reference to Paragraph 1.3.5. If disputes regarding this contract cannot be mutually agreed upon, a settlement will be made through litigation. This agreement will be governed by the laws of the state of Florida and the venue of litigation shall be that of Broward County, Florida.

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: March 10, 2004

OWNER

(Signature)

Tom Truex, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Chris P. Zimmerman, AIA, President

(Printed name and title)

Str

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chris P. Zimmerman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 19:32:21 on 03/04/2004 under Order No. 1000103211_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 2 - Standard Form of Architect's Services: Design and Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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Exhibit "A"
Compensation Rates



Architect, Inc.
AA #26000685

Fire Administration & Public Works Office Building
CPZ Architect's Project Number #03-63
March 3, 2004

Staff	Hourly Rate
Project Principal	\$125.00
Project Manager	\$105.00
Architectural Technician	\$85.00
Clerical	\$35.00

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CPZ Architect's, Inc.
Architecture & Planning Services
4310 West Broward Boulevard, Plantation, Florida 33317
(954) 792-8525, (954) 337-0359 Fax



Administration: (954) 797-1030
Administrative Services: (954) 797-1020
Budget & Finance: (954) 797-1050
Parks & Recreation: (954) 797-1145
Development Services: (954) 797-1111

Engineering: (954) 797-1113
Fire Department: (954) 797-1090
Police Department: (954) 693-8200
Public Works: (954) 797-1240
Utilities: (954) 433-4000

TOWN OF DAVIE 6591 Orange Drive • Davie, Florida 33314-3399

(954) 797-1000

December 3, 2003

Exhibit "B"
REQUEST FOR PROPOSAL

The Town of Davie is accepting proposals from qualified firms until 2:00 p.m. on Tuesday, December 23, 2003 for:

**ARCHITECTURAL SERVICES-PUBLIC WORKS/FIRE ADMINISTRATION
BUILDING, B-04-08.**

Complete specifications are enclosed. Any questions concerning this proposal should be directed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Interested parties must submit an original and six (6) copies of their proposal. Sealed proposals should be marked with the name and number and boldly marked "SEALED PROPOSAL". All sealed proposals should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Proposals will be opened on or about 2:00 p.m., Tuesday, December 23, 2003, at the Davie Town Hall. Any proposals received after the specified due date and time will be rejected and returned unopened. This will be a public opening.

The Town of Davie reserves the right to reject any and/or all proposals.

Town of Davie
Herb Hyman, CPPB
Procurement Manager

REQUEST FOR PROPOSALS
ARCHITECTURAL / ENGINEERING SERVICES
to design a new
"PUBLIC WORKS / FIRE ADMINISTRATION OFFICE BUILDING"
and a new
"PUBLIC WORKS STORAGE / WORKSHOP BUILDING"
Town of Davie, Florida

NATURE OF REQUEST

Pursuant to Florida Statutes, Chapter 287.055 (Consultant's Competitive Negotiation Act) the Town of Davie invites qualified Architectural firms to submit statements of qualifications and experience for consideration to provide architectural and engineering design services for a new "Public Works/Fire Administration Office Building" and a new "Public Works Storage/Workshop Building", both to be located at 6911 Orange Drive, Davie, Florida, 33314.

BASIC SERVICES

The Architect and their Engineering sub consultants shall prepare plans and specifications which will include the schematic design, design development, construction documents, setting forth in detail the requirements for construction of the new "Public Works / Fire Administration Office Building" and a "Public Works Storage / Workshop Building" based upon the design criteria package and meetings with the Town of Davie Fire Department, Public Works, and Capital Projects staff. The total construction budget for this project is approximately \$1,900,000.00. A conceptual Site Plan is attached herewith to convey the Town of Davie's desired location of the proposed improvements and the configuration of the site circulation to the proposed buildings and associated parking areas.

The A/E shall:

Provide information customarily necessary for use of those in the building trades.

Include documents customarily required for regulatory agency approvals.

Supply schematic design and design drawings that include plans, color elevations, building sections and wall sections sufficient for the Owner to determine compliance with the design criteria. At the design development phase "single line" drawings will be required to describe the structural, electrical, mechanical, and plumbing systems in detail for the Owner's approval.

The Town of Davie's Capital Projects Division shall act as Owner's Representative and assist the Architect in the site plan approval process, securing all applicable permits, bidding and negotiation, and performing contract administration services during the construction of the "Public Works / Fire Administration Office Building" and "Public Works Storage / Workshop Building."

As required, the Architect will retain the services of qualified electrical, mechanical, and structural engineers, landscape architects, or other consultants, as needed, and will supervise and coordinate their work. The Town of Davie will retain the Civil Engineer for the site work component of this project, which will be constructed by the Town of Davie's own forces and subcontractors under separate contract. The A/E team shall coordinate with the Town of Davie's Civil Engineer to coordinate drawings and specifications.

During the design work the Architect shall meet with Town officials, the community, the Town of Davie's Fire Department, Public Works Department, and Town Council, as required to ascertain their priorities and objectives for this project. Additionally, the Architect shall make a design presentation to the Town Council

when requested, and appear before the Town of Davie's Development Review Committee (DRC) and Site Plan Committee, as required.

Provide estimates of probable construction cost at each phase of the project to verify that the building and site, as designed, can be constructed for the budget allocated. Do value engineering, as required, to obtain the best value for the money allotted for the Project.

A survey of the project site is available at the Town of Davie's Capital Projects Department which is located at 6901 Orange Drive, Davie, FL 33314. Please call ahead. A schematic Site Plan of the Public Works Compound is attached herewith indicating the desired location of the two buildings and the parking areas.

The general description of the functional characteristics of the building and site are as follows:

PUBLIC WORKS/FIRE ADMINISTRATION OFFICE BUILDING

GENERAL

The intent is to design a two storey "Public Works / Fire Administration Office Building". The ground floor will be utilized for the Public Works Department's offices, some of the Fire Administration's offices and for facilities used by both departments such as a Staff Lounge, and Lobby Reception area. The second floor will be dedicated to the Fire Administration Department's offices. A hydraulic passenger elevator will be required.

BUILDING REQUIREMENTS

The building is anticipated to be two stories and will be approximately 12,400 gross square feet. The spaces shall include, but are not necessarily be limited to, the following areas:

GROUND FLOOR

COMMON AREAS

Lobby / Reception Area-The entrance will lead into a lobby area containing a reception window, and having a secured entrance to prevent the public from entering controlled areas. There shall be a seating area for four (4) persons. There shall be access to the public restrooms from the Lobby. There shall be access to the elevator from the Lobby. The reception area will be used for both the Public Works Department and the Fire Department. 180 net square feet

Men's and Women's Rest Rooms - Provide code required restrooms.

Mechanical / Electrical spaces shall be provided as required for building operation. 20 nsf

Janitor Closet with mop sink and shelving for cleaning supplies.

Elevator Machine Room-As required for hydraulic elevator.

PUBLIC WORKS DEPARTMENT

Administrative Staff -The office area shall have cubicles with desk space for four (4) administrative personnel. Provide an area for a copier, a FAX, a printer, and lateral files. Provide ability to equip each work station with computers, phones and other typical office equipment. 400 nsf

Public Works Director- Private office. Provide storage closet. Provide area in office for conference table with four chairs. 240 nsf

Assistant Public Works Director- Private office. Provide storage closet 120 nsf

Project Manager 1- Private office. Provide storage closet 120 nsf

Project Manager 2- Private office. Provide storage closet. 120 nsf

Construction Technician Office- Private office. Provide storage closet.

Plan Room / Library- Provide room for storage of flat files, hanging files, and book shelves for "as built" plans and specifications and product samples and catalogs. 240 nsf

Lunch Room- Design the space for rectangular tables and chairs that can be arranged to accommodate people in small groups eating lunch, or alternately for meetings or classes. Provide cable TV outlet. Provide for space and electrical requirements for two vending machines, to be provided by Owner. This space shall be on Public Works' side of the ground floor, yet accessible for use by Fire Administration staff. 600 nsf

Kitchenette - Provide for a refrigerator / freezer, microwave and range, which shall be provided by Owner. Provide base cabinets, wall cabinets, and countertop with full backsplash. Provide two compartment sink with garbage disposer. This space shall be on Public Works' side of the ground floor, yet accessible for use by Fire Administration staff. 115 nsf

Locker Room- Provide lockers for thirty (30) persons. This space shall be adjacent to lunch room and Staff Rest Rooms. 200 nsf

FIRE ADMINISTRATION OFFICES

Special Operations / Training Office. Provide semi-private office for two persons; Battalion Chief of Training and Battalion Chief of Special Operations. 120nsf

Captains' Office- Provide shared office for Captain of Training and Captain of Special Operations.

Support Service Manager's Office -Provide shared office for Support Service Manager and two Fire Service Aides.

Conference Room/ Training Classroom- Provide a room for meetings and classes of approximately 20 persons. Provide cabinets for audio visual equipment, cable television, a kitchenette with sink having hot/cold water, projection screen, and white board. Provide four computer work stations along the wall. This space shall be on Fire Administration's side of the ground floor, yet accessible for use by Public Works staff. 280-300 nsf

Lab 1- Provide space for six persons around a table and a built-in counter. 220 nsf

Lab 2 -Provide space for six persons around a table and a built-in counter. 220 nsf

SECOND FLOOR

COMMON AREAS

Elevator Lobby- As required by Code and per building design.

Reception Area- Design a second floor administrative office that has direct surveillance of the elevator door. The occupant this office should be positioned so that they are able to direct visitors to the appropriate office, as needed.

Men's and Women's Rest Rooms- Provide toilet facilities per Code requirements. Provide one shower for each rest room with private changing area. 20 nsf

Janitor Closet with mop sink and shelving for cleaning supplies.

Conference Room-Provide space for up to 15 persons. It shall have phone, telecommunications/computer facilities, countertop and sink, small refrigerator, white board, cable television and VCR. 280-320 nsf

Storage Room- Area for office supplies with built in shelving.

Copy Room- Provide space for copier, printer, paper storage, collating, etc.

Mechanical / Electrical spaces shall be provided as required for building operation.

FIRE ADMINISTRATION OFFICES

Office of the Fire Chief

Fire Chief's Office- Provide private office with rest room with stall shower and storage closet. Provide storage locker in rest room Provide balcony if feasible.. Office 240nsf + Restroom 45 nsf

Deputy Fire Chief's Office- Private office with storage closet. 180 nsf

Administrative Office- Provide administrative area with cubicles for two administrative assistants, for Fire Chief and Deputy Fire chief. Provide cubicles in open office area.

Administration and Operations Division

Division Chief's Office- Administration- Provide private office with closet. 120 nsf

Division Chief's Office-Operations- Provide private office with closet. 120 nsf

Administrative Office- Provide area for two administrative assistants for Division Chief of Operations and Division Chief of Administration. Provide cubicles in open office area. These two administrative assistants shall share space with the two for Fire Chief and Deputy Fire Chief, totaling four cubicles.

Fire Prevention

Fire Marshall's Office- Provide private office with storage. 120 nsf

Assistant Fire Marshall's Office- Provide private office. 120 nsf

Battalion Chief, Special Operations- Provide private office. 120 nsf

Battalion Chief, EMS- Provide private office. 120 nsf

Inspectors' Office- Provide open office with cubicles for one Fire Inspector Supervisor, six Inspectors, one Plans Examiner and one Administrative Assistant. Total of nine cubicles required.

FUNCTIONAL CHARACTERISTICS

Provide switchgear and conduit and wiring to on-site **emergency generator** that is capable of running 60% of the office building for a period of 24 hours without refueling. The generator shall be purchased by Owner.

A **security system** shall be incorporated, including panel, keypad, and having contactors at all exterior doors. No motion detectors. Provide a card swipe system.

The **central air conditioning system** shall be efficient and cost effective. The major individual spaces shall have separate A/C controls. Exterior components of mechanical systems shall be concealed from public view.

Telecommunications including connections for telephone, intercom, cable television, and computer services shall be provided.

Provide **hose bibbs** on each elevation of the building exterior and one hose bibb on the roof.

PUBLIC WORKS STORAGE / WORKSHOP BUILDING

GENERAL

The intent is to design a single storey "Public Works Storage / Work Shop Building". This building shall be a single storey building separate from the "Public Works / Fire Administration" office building. It shall be approximately 2,700 gross square feet. It shall have the following spaces:

Wood Shop- This will be a space for building and repairing wood items. It will be equipped with power tools (not in contract). 600 nsf

Irrigation Storage- This is a storage space for spare irrigation supplies including heads, pipes, etc. 240 nsf

Hurricane Storage- This will be for storage of hurricane supplies such as medical kits, MRE's, etc. 350 nsf
This space shall be air conditioned.

Electrical Storage- This space is for storage of electrical supplies, including rolls of wire, light bulbs, lamps, fixtures, etc. 240 nsf

Storage 1- Provide general storage with an overhead coiling garage door. 380 nsf

Storage 2- Provide general storage with an overhead coiling garage door. 300 nsf

Paint Storage- Combustible storage.

Mechanical / Electrical spaces shall be provided as required for building operation.

FUNCTIONAL CHARACTERISTICS- Public Works Storage /Workshop Building

Provide switchgear, conduit and wiring to on-site Owner supplied **emergency generator**.

A **security system** shall be incorporated, including panel, keypad, and having contactors at all exterior doors. No motion detectors. Card swipe system.

A **mechanical ventilation system** is required in storage areas. Central air conditioning shall be provided for the Wood Shop and Hurricane Storage areas only.

Provide an enclosed **dumpster** area, screened from the public as required by the Town of Davie Code

Provide **hand wash sink** and **hose bibbs** on exterior of building.

SELECTION PROCESS

The Town of Davie will accept responses no later than 2:00 P.M. on December 23, 2003. Responses will be reviewed by a Selection Committee. The Committee shall select firms deemed to be the most highly qualified to perform the required services. Those firms will be invited to be interviewed by the Selection Committee. After the interviews, the Selection Committee will rank the order of the firms and the Committee's rankings will be submitted to the Town Council for ratification and will include instruction to staff to begin negotiations with the "top" ranked firm. The Selection Committee reserves the right to make its recommendation based on the Committee's determination of the best qualified firm.

Evaluation criteria will be:

Provide evidence that the Proposer has had a positive relationship with previous clients and successful completion of previous contracts of similar type.

Provide evidence that the Proposer has designed previous projects which demonstrated innovative design capability, particularly with respect to building durability, energy efficiency, cost effectiveness, and aesthetics.

Provide evidence that the A/E has successfully completed the design and contract administration of administrative facilities.

Provide evidence that the Architect and consulting Engineers have worked successfully together in the past.

Provide a project design schedule demonstrating the Proposer's ability to highly prioritize this project and to meet a very short deadline for completion.

SUBMISSION AND RECEIPT

Submitted documents in response to this request should be brief, and should include the following:

Submit Standard Forms 254 and 255 for the entire team, including Civil, Electrical, Mechanical and Structural Engineers and a Landscape Architect.

Description of Firm or Team:

Proposer is encouraged to provide supplemental information, as appropriate, to demonstrate firm or team capabilities not clearly articulated in the required form.

Submit resumes of key personnel and an organizational chart of the team.

Previous Projects:

Provide highlights of your previous relevant work experiences, including photos, floor plans, photocopies or graphics, as appropriate. Please provide a location map and the name and phone number of the contact person at similar facilities that the Architect has designed, so that the committee may visit previous projects or speak with Owner's representatives.

Statement of Liability Insurance:

The successful bidder shall be required to provide appropriate liability coverage as delineated in the contract, which policy shall name the Town as an additional insured.

Public Entity Crimes Information:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Discrimination:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Registration of Lobbyists:

Firms or individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Town of Davie
Town Clerk
6591 Orange Drive
Davie, Florida 33314-3399

Indemnification and Hold Harmless:

The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Insurance Requirements:**Workers' Compensation:**

The Architect shall provide and maintain Worker's Compensation insurance in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers Liability: One hundred thousand dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Architect shall further insure that all of its sub consultants maintain appropriate levels of Worker's Compensation insurance.

Commercial General Liability:

The policy shall include one million dollars (\$1,000,000.00) per occurrence Combined Single Limit for bodily injury and property damage liability. This shall include coverage for premises and/or operations, independent contractors and products and / or operations, broad form property damage, personal injury and a contractual liability endorsement, specifically insuring the hold harmless clause of the contract. The policy of insurance shall be written in an "occurrence" based format.

Business Auto Liability:

The Architect shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence Combined Single Limit for bodily injury liability and property damage liability. This shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

Professional Liability Insurance:

The Architect shall provide Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) on a claims-made basis. The Engineering consultants and Landscape Architect shall provide Professional Liability Insurance with minimum limits of five hundred thousand dollars each (\$500,000.00) on a claims-made basis.

The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the Consultant shall notify the Town of any claims made against this insurance policy during the five years following the execution of this Contract. The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies, with a waiver of subrogation on the workers compensation employer's liability policy.

Restrictions to Public Access to Project Plans:

The Architect / Engineer shall be advised that public access to project plans is now restricted, and plans are no longer subject to public records requests, as per Florida Statute F.S. 119.07(3)(ee) which states:

"(ee) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature."

Deadline:

Deadline for receipt of sealed responses to this RFP is 2:00 P.M on December 23, 2003.

Number of Copies Required:

Submit seven (7) complete copies of the response.

Sealed Responses must be submitted to:
Herb Hyman, Procurement Manager
Town of Davie
6591 Orange Drive
Davie, FL 33314

Mark the front of the envelope:
"Architectural / Engineering Services –
"PUBLIC WORKS / FIRE ADMINISTRATION OFFICE BUILDING" and
"PUBLIC WORKS STORAGE / WORKSHOP BUILDING".

Enclosures: One 24" x 36" Schematic Site Plan.

10/22/03 Rev.

Exhibit "C"

Fire Administration & Public Works Office Building
Town of Davie

Town of Davie																					
		April			May			June			July										
		3/14	3/21	3/28	4/4	4/11	4/18	4/25	5/2	5/9	5/16	5/23	5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25
ID	Task Name	Duration			Start			Finish													
1																					
2																					
3	Design	175 days			Wed 3/17/04			Tue 11/16/04													
4	Schematic Design	30 days			Wed 3/17/04			Tue 4/27/04													
5	Town Review & Approval	7 days			Wed 4/28/04			Thu 5/6/04													
6	Design Development	30 days			Wed 4/28/04			Tue 6/8/04													
7	Town Review & Approval	7 days			Wed 6/9/04			Thu 6/17/04													
8	50% Construction Documents	35 days			Wed 6/9/04			Tue 7/27/04													
9	Town Review & Approval	7 days			Wed 7/28/04			Thu 8/5/04													
10	100% Construction Documents	35 days			Wed 7/28/04			Tue 9/14/04													
11	Town Review & Approval	7 days			Wed 9/15/04			Thu 9/23/04													
12	Permitting & Bidding	45 days			Wed 9/15/04			Tue 11/16/04													
13																					
14	Start Construction	1 day			Wed 11/17/04			Wed 11/17/04													
15	Construction	120 days			Thu 11/18/04			Wed 5/4/05													



External Tasks
Project Summary

Rolled Up Split
Rolled Up Milestone
Rolled Up Progress

Milestone
Summary
Rolled Up Task

Task
Split
Progress

Project: Project Schematic's, Inc.
Date: Thu 3/4/04 Project #03-63

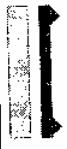
Exhibit "C"

Fire Administration & Public Works Office Building
Town of Davis

Exhibit "C"

Town of Davie																	
August		September				October				November				December			
															</		

ID	Task Name	Duration	Start	Finish
1				
2				
3	Design	175 days	Wed 3/17/04	Tue 11/16/04
4	Schematic Design	30 days	Wed 3/17/04	Tue 4/27/04
5	Town Review & Approval	7 days	Wed 4/28/04	Thu 5/6/04
6	Design Development	30 days	Wed 4/28/04	Tue 6/8/04
7	Town Review & Approval	7 days	Wed 6/9/04	Thu 6/17/04
8	50% Construction Documents	35 days	Wed 6/9/04	Tue 7/27/04
9	Town Review & Approval	7 days	Wed 7/28/04	Thu 8/5/04
10	100% Construction Documents	35 days	Wed 7/28/04	Tue 9/14/04
11	Town Review & Approval	7 days	Wed 9/15/04	Thu 9/23/04
12	Permitting & Bidding	45 days	Wed 9/15/04	Tue 11/16/04
13				
14	Start Construction	1 day	Wed 11/17/04	Wed 11/17/04
15	Construction	120 days	Thu 11/18/04	Wed 5/4/05



External Tasks
Project Summary

Roll Up Milestone
Roll Up Progress

Milestone
Summary

Task
Split
Progress

Project: Project SoCal
Date: Thu 3/4/04

Fire Administration & Public Works Office Building
Town of Davis

Exhibit "C"

ID	Task Name	Duration	Start	Finish	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1
1																								
2																								
3	Design	175 days	Wed 3/17/04	Tue 11/16/04																				
4	Schematic Design	30 days	Wed 3/17/04	Tue 4/27/04																				
5	Town Review & Approval	7 days	Wed 4/28/04	Thu 5/6/04																				
6	Design Development	30 days	Wed 4/28/04	Tue 6/8/04																				
7	Town Review & Approval	7 days	Wed 6/9/04	Thu 6/17/04																				
8	50% Construction Documents	35 days	Wed 6/9/04	Tue 7/27/04																				
9	Town Review & Approval	7 days	Wed 7/28/04	Thu 8/5/04																				
10	100% Construction Documents	35 days	Wed 7/28/04	Tue 9/14/04																				
11	Town Review & Approval	7 days	Wed 9/15/04	Thu 9/23/04																				
12	Permitting & Bidding	45 days	Wed 9/15/04	Tue 11/16/04																				
13																								
14	Start Construction	1 day	Wed 11/17/04	Wed 11/17/04																				
15	Construction	120 days	Thu 11/18/04	Wed 5/4/05																				



External Tasks
Project Summary

Rolled Up Split
Rolled Up Milestone



Milestone
Summary



Task
Split
Progress

Project: Project S00000Architects, Inc.
Date: Thu 3/4/04 Project #03-63

Exhibit "D"
Fee Breakdown



Architect, Inc.
AA #26000685

Fire Administration & Public Works Office Building
CPZ Architect's Project Number #03-63
March 2, 2004

Phase	Percentage	Fee
Schematic Design	20%	\$ 28,300.00
Design Development	20%	\$ 28,300.00
Construction Drawings	40%	\$ 56,600.00
Permitting & Bidding	5%	\$ 7,075.00
<u>Construction Administration</u>	<u>15%</u>	<u>\$ 21,225.00</u>
TOTAL	100%	\$141,500.00

Fees shall be billed on a monthly basis for portions of work completed.

2.

CPZ Architect's, Inc.
Architecture & Planning Services
4310 West Broward Boulevard, Plantation, Florida 33317
(954) 792-8525, (954) 337-0359 Fax



Architect, Inc.
AA 26000685

Exhibit "E" Architect's Proposal

March 1, 2004 (Revised)

Emailed: cheryl_dolin@davie-fl.gov

Town Of Davie
Bruce Bernard, Public Works Director
6591 Orange Drive
Davie, Florida, 33314

**RE: Architectural Services Proposal
Fire Administration & Public Works Office Building**

Dear Mr. Bernard:

We appreciate the opportunity to present our fee proposal for this project. After our meeting with you on Monday, February 23, 2004, we understand the scope of this project as follows:

1. The project is limited to the design of two buildings; the Fire and Public Works Administration Building (two floors, 6,200sf each) and the Public Works Storage/Workshop Building (2,700sf). The scope shall be as defined in the Request for Proposal, dated December 3, 2003.
2. The total project construction budget is \$2,000,000.00 including Architectural and Engineering fees and Construction Costs. This space shall be renovated into the following spaces with the following requirements:
3. All Civil Engineering will be completed by Craven Thompson Engineering, under a separate contractor with the Town of Davie. Our design team will coordinate with the Civil Engineer in preparing the final design, construction documents, bidding and construction administration. The civil work will be included in the bid documents and constructed by the General Contractor for this project.
4. Both buildings and all associated site work will be shown on one site plan and submitted together for a single Site Plan Approval Submittal. A colored/rendered site plan and colored perspective renderings are not included in the proposal. A colored elevations drawing showing materials and colors is included.
5. Upon completion of the Site Plan Approval, a separate set of drawings will be completed for the Public Works Storage/Workshop Building. It is anticipated that the Town will bid and start construction on this building separately from the rest of the project. Due to the limited scope of this building, all material specifications will be shown on the drawings. A book set of specifications will not be required.
6. Landscape and Irrigation Design is included. The Town will provide a current survey with all tree locations shown. The site screen wall will be extended along the east property line as required to comply with the residential buffer.
7. Soil testing is not included in this proposal. The town will provide a soil report, clearly indicating the soil preparation requirements and the type of foundation system to be utilized, along with the soil bearing capacity.

CPZ Architect, Inc.
4310 West Broward Boulevard, Plantation, Florida 33317
(954) 792-8525, (954) 337-0359 Fax

Page 1 of 3

8. The project will be a phased project. A site plan and phasing plan will be provided along with additional specifications delineating the phasing sequence.
9. The Office building layout will be completed as a standard type of office building. Typical furniture arrangements will be shown in all spaces. The selection, relocation and specification of new or existing fixtures and furnishing is not included. However, if the Town provides a list of fixtures and furniture with dimensions, we will show those items on a furniture plan as part of this project.
10. The design of an emergency generator system is not required. However, we will design and coordinate the connection to an existing generator. The Town will provide all the specifications of the existing generator system and transfer requirements.
11. The coordination and design of the electronic gate controls is included in our proposal. However, the Town is required to provide the specifications of any existing equipment that the gate controls are to be tied into.
12. The mechanical systems for both buildings will be split systems with the condensers located on the ground outside the building.
13. The item denoted as a Wood Shop in the Request for proposals is to be changed to just a general work shop.
14. We will provide the design requirements and performance specifications for the fire sprinkler system. The complete engineering of the fire sprinkler systems will be specified to be completed by the Fire Sprinkler Contractor. Flow test will be provided by the Town.
15. We have not included the use of an independent cost estimator for this project. We will work with the Town in completing a general cost estimate. However, since we are not utilizing the services of a cost estimator, we will not be responsible to redesign, at no additional fee, if the final construction costs exceed the budget.
16. We understand that the final contract will be the AIA Contract between Owner and Architect.
- 17. Reinforced Masonry Inspection are not included in this proposal and will be included as part of the construction contract.**

Our fee for the above referenced work is as follows, plus reimbursable expenses (printing, copies, express mail, etc.) invoiced at direct cost plus 10%.

Architectural and Engineering Services **\$ 141,500**

Page 3 of 3
Mr. Bruce Bernard
February 25, 2004



The above fees shall be billed monthly on percentage completed. The above fee is distributed as follows:

Schematic Design	20%
Design Development	20%
Construction Drawings	40%
Permitting & Bidding	5%
Construction Administration	15%

We hope that this proposal meets with your approval. Please call me if you have any questions.

Respectfully
CPZ Architect, Inc.

A handwritten signature in black ink, appearing to read 'Chris', is written over a horizontal line.

Chris P. Zimmerman, AIA
President

* * * * *

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